Contract NO. 2023-ERGS-XSTL-QT-034

AGRO ECO PROJECT doo
Beograd
Br. 31
25.07.2023 god.

Technical Service Contracts For Treatment Of Existing Contaminated roadbed
既有受污染路基处理技术服务合同

BUYER: SHANDONG LUQIAO GROUP CO. LTD

OGRANAK BEOGRAD-Novi Beograd

SELLER: AGRO ECO PROJECT DOO BEOGRAD

The Technical Service Contracts For Treatment Of Existing Contaminated roadbed(Contract No. 2023-ERGS-XSTL-QT-034) is concluded in Subotica, on 25 . 7 , 2023, between:

BUYER: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, Trg prijateljstva Srbije I Kine 4,11070, Novi Beograd. MB: 29508739, PIB: 112302292, Represented by Wang Yong

And

SELLER: AGRO ECO PROJECT DOO BEOGRAD, Živka Davidovića 88/5, 11050 Beograd, MB:20693410, PIB:106855258, Represented by Dubravka Radojčić.

The BUYER is one of the Contractors of the Novi Sad-subotica-border section of the Hungarian-Serbian railway project.
Due to the discovery of oil in the excavation of the existing railway line at the Subotica freight station, that is, the presence of contaminated soil, in order to define the types of pollutants and issue implementable solutions, the BUYER entrusts the SELLER to implement test services and issue implementable solutions.
According to the relevant laws of Serbia, after friendly negotiation, the two parties have reached the following agreement:
买方为诺维萨德-苏博蒂察-边境段匈塞铁路项目的承包商之一；因苏博蒂察货运站原有铁路线开挖中发现石油，即存在被污染的土壤，为定义污染物种类及出具可实施性解决方案，买方委托卖方实施检测服务并出具可实施性解决方案。
根据塞尔维亚相关法律，经友好协商，双方达成以下协议：
KUPAC je jedan od Izvođača radova na deonici Novi Sad-Subotica- državna granica projekta mađarsko-srpske železnice.
Zbog otkrića nafte u iskopu postojeće železničke pruge na teretnoj stanici Subotica, odnosno prisustva kontaminiranog zemljišta, u cilju definisanja vrsta zagađujućih materija i izdavanja izvodljivih rešenja, KUPAC poverava PRODAVACU da sprovede usluge ispitivanja i izda implementabilna rešenja.
Prema važećim zakonima Srbije, nakon prijateljskih pregovora, dve strane su postigle sledeći dogovor:

SUBJECT OF THE CONTRACT 合同标的 PREDMET UGOVORA

Article 1 第 1 条 Član 1.

The subject of this Contract is the Examination and characterization of waste, preparation of a report with proposed measures for rehabilitation and remediation of

the contaminated area for Subotica freight station, and according to the accepted SELLER's bid : The Offer no.86/07-2023 od 21.07.2023 which are an integral part of this Contract.

本合同标的是对苏博蒂察货运站进行污染物的检查和界定，编写一份报告，提出苏博蒂察货运站污染区恢复和补救措施建议，并根据已接受的卖方出价: 2023 年 7 月 21 日 86/07-2023 号的报价，本报价是本合同的组成部分之一。

Predmet ovog Ugovora je Ispitivanje-karakterizacija otpada, izrada elaborata sa predlogom mera za sanaciju i remedijaciju kontaminiranog prostora za Subotička teretna stanica, a prema prihvaćenim ponudama Prodavca:

Ponuda br.86/07-2023 od 21.07.2023.godine,

koje su sastavni deo ovog Ugovora.

THE PRICE AND VALUE 价格 CENA I VREDNOST

Article 2 第 2 条 Član 2.

The contractual value for the service referred to in Article 1 of this Contract is:

-The Bid no.86-07/2023 value is 3.400.000,00 RSD (Three Million Four Hundred Thousand Dinars).

The value from the Paragraph 1 of this Article is without calculated VAT and it shall be calculated in accordance with the valid regulations.

The Prices are fixed for the duration of this Contract.

本合同第一条所述服务的合同价值为:

- 86-07/2023 号报价，价值为 3.400.000,00 RSD（叁佰肆拾万第纳尔）。

本条第一款规定的价值未计算增值税，按照现行规定计算。

价格在本合同有效期内是固定的。

Ugovorena vrednost za USLUGU iz člana 1. ovog Ugovora je:

- po Ponudi br.86/07-2022 vrednost je 3.400.000,00 RSD (trimilionačetristohiljadadinara).

Vrednost iz stava 1.ovog člana je bez obračunatog poreza na dodatu vrednost i isti će se obračunavati u skladu sa važećim propisima.

Cene su fiksne za vreme trajanja ovog Ugovora.

THE METHOD OF PAYMENT 付款方式 NAČIN PLAĆANJA

Article 3 第 3 条 Član 3.

The BUYER is obligated to pay the service referred to in Article 1 of this Contract in the following manner:

30% as an advance payment,

The BUYER shall pay 70% of the contractual value after delivered the elaboration (solution),

买方有义务按以下方式支付本合同第一条所述的服务：
30%作为预付款，
交付详细说明（解决方案）后，买方应支付合同金额的 70%，
Kupac robe se obavezuje da će USLUGU iz člana 1. ovog Ugovora platiti na sledeći način :
30 % avansno,
KUPAC plaća 70% ugovorene vrednosti nakon predaje elaborata (rešenja).

The SELLER shall deliver the invoices to the BUYER within 3 (three) days from the day of invoicing in 2 (two) copies with the hard copy of the delivery note mutually certified and signed by both parties.
卖方应在开具发票之日起 3（三）天内将发票一式两（两）份交付给买方，并附上经双方共同认证和签字的交货单纸质版。
Prodavac je obavezan da fakture dostavi Kupcu u roku od 3 (tri) dana od dana fakturisanja u 2 (dva) primerka sa fotokopijom obostrano overene i potpisane otpremnice.

WARRANTY FOR PAID ADVANCE
预付款保证
GARANCIJA ZA UPLAĆENI AVANS
Article 4 第 4 条 Član 4.
As a warranty for paid advance from the Article 3 of this Contract, the SELLER is obliged to deliver a single blank promissory note, during the Contract singing, with a 'without protest' clause, signed and sealed by the SELLER's legal representative with the appropriate SELLER's promissory note authorisation for filling out a promissory note, registered at the NBS, in accordance with regulations, on the advance payment amount.
作为本合同第 3 条规定的已付预付款的保证，卖方有义务在合同签订期间交付一张空白本票，附有"无异议"条款，由卖方法定代表人签署并盖章，并具有适当的卖方本票授权，用于填写按规定在国家统计局登记的预付款金额本票。
Prodavac je obavezan da prilikom potpisivanja ovog Ugovora, kao garanciju za uplaćeni avans iz člana 3. ovog Ugovora, dostavi blanko solo menicu sa klauzulom "bez protesta", potpisanom i pečatom overenom od stane zakonskog zastupnika prodavca sa odgovarajućim meničnim ovlašćenjem Prodavca za popunjavanje menice, registrovanom u NBS, u skladu sa propisima, na iznos avansa.

The BUYER has the right to keep the promissory note until the SELLER fulfils all its contractual obligations.

买方有权保留本票，直至卖方履行其所有合同义务。
Kupac ima pravo da zadrži menicu sve do ispunjenja ugovornih obaveza Prodavca.

After the SELLER fulfils all the contractual obligations, the BUYER shall return the deposited promissory note on the SELLER's request.
卖方履行全部合同义务后，买方应按卖方要求返还已存入的本票。
Po ispunjenju ugovornih obaveza Prodavca, kupac će na zahtev Prodavca vratiti deponovanu menicu.

DELIVERY DEADLINE AND PENALTY FOR DELAY
截止期限和延误处罚
ROK ISPORUKE I PENALI ZA KAŠNJENJE
Article 5 第 5 条 Član 5.

The SELLER undertakes to provide the service that are the subject of this Contract according to the conditions stipulated in the documentation and the accepted bids referred to in Article 1 of this Contract, and within 2-4 weeks from advance payment.
卖方承诺根据本合同第 1 条中提及的文件和已接受的投标中规定的条件，并在预付款后 2-4 周内提供本合同所涉及的服务。
Prodavac se obavezuje da će uslugu koja je predmet ovog Ugovora prema uslovima iz dokumentacije i prihvaćenih ponuda iz člana 1. Ovog Ugovora, a u roku od 2-4 nedelja od uplate avansa.

The SELLER undertakes to notify the BUYER in writing of a more precise deadline for completing all the work within 2 days after arriving at the construction site to sample the waste, and the deadline shall not be later than the deadline stipulated in the first paragraph of this article.
卖方承诺到达施工现场对污染物采样后的 2 日内，书面通知卖方更精确的完成全部工作的截止日期，该截止日期不得晚于本条第一款所规定的期限。
PRODAVAC se obavezuje da će pisanim putem obavestiti KUPCA o preciznijem roku za završetak svih radova u roku od 2 dana od dana dolaska na gradilište radi uzorkovanja otpada, a rok ne može biti kasnije od roka iz stava 1. ovog člana.

If the SELLER fails to meet delivery terms and conditions as defined in Article 5 of this Contract, and if the delivery is delayed more than 7 days from the scheduled date of delivery, the SELLER will have to pay penalties in the amount of 0.5% of the total Contract value for each week of such a delay, but not over 5% of the Contract value.

如果卖方未能满足本合同第 5 条规定的交货条款和条件，并且交货时间自预定交货日期起延迟超过 7 天，则卖方必须按延迟每周支付合同总价值 0.5% 的违约金，但最高不得超过合同价值的 5%。

Ukoliko Prodavac ne ispuni rokove i uslove koji se odnose na isporuku kako je utvrdjeno u članu 5. ovog Ugovora i ukoliko isporuka kasni više od 7 dana od predvidjenog datuma isporuke, Prodavac će morati da plati penale u iznosu od 0,5 % od ukupne vrednosti ugovora za svaku nedelju takvog zakašnjenja, ali ne preko ukupno 5% od vrednosti ugovora.

TECHNICAL CONDITIONS

技术条件

TEHNIČKI USLOVI

Article 6 第 6 条 Član 6.

The Service that are the subject of this Contract, in everything have to match the technical conditions as Offer No 86-07/2023.

作为本合同主题的服务在所有方面都必须符合 86-07/2023 号报价中的技术条件。

Usluga koja je predmet ovog Ugovora, u svemu mora odgovarati tehničkim uslovima prema Ponudi 86-07/2023.

TAXES AND CUSTOMS DUTIES

税收和关税

POREZI I CARINE

Article 7 第 7 条 Član 7.

Taxes and custom duties are in accordance with the Republic of Serbia's Laws.

税收和关税已塞尔维亚共和国的法律为准。

Porezi i carine su u skladu sa Zakonima Republike Srbije.

INTEGRITY CLAUSE 诚信准则 MORALNI KODEKS

Article 8 第 8 条 Član 8.

The BUYER specifically declares that during the entire negotiation, signing, and execution of this contract, the BUYER refuses all forms of behavior that violates national laws and regulations, violate rules and regulations of the BUYER and this contract, and violates business ethics and professional ethics. Both parties to the contract shall supervise and cooperate with each other, remind the other party of potential problems and resolve them through friendly negotiation.

买方特别声明，在本合同的整个谈判、签订和执行过程中，买方拒绝一切形式的违反国家法律法规、违反买方及本合同的规章制度、违反商业道德和职业道德的行为。合同双方应相互监督并配合，提醒对方潜在的问题并友好协商解决

Kupac izričito izjavljuje da će tokom čitave procedure pregovaranja, potpisivanja i izvršenja ovog ugovora eliminisati bilo koji vid ponašanja koji krši nacionalne zakone i propise, neće kršiti pravila i propise kupca i ovog ugovora kao i poslovnu i profesionalnu etiku. Obe ugovorne strane će međusobno nadgledati i sarađivati, podsećati drugu stranu na potencijalne probleme i rešavati ih prijateljskim pregovorima.

The SELLER specifically states that during the negotiation, signing and execution of this contract, the SELLER will not make any attempt to violate national laws and regulations, to violate the rules and regulations of the BUYER and this contract, and to violate business ethics and professional ethics. In the event of the above, the SELLER confirms that he is willing to bear all the consequences of the BUYER's possible measures such as rescission of the contract and legal recovery of economic losses, confirms that he is willing to compensate the BUYER for economic losses and cooperates with the BUYER's measures and actions.

卖方特别声明，在本合同的谈判、签订和执行过程中，卖方不得试图违反国家法律法规、违反买方和本合同的规章制度、违反商业道德和职业道德。出现上述情况时，卖方确认愿意承担买方可能采取的解除合同、依法追偿经济损失等措施带来的一切后果，确认愿意赔偿买方的经济损失，并配合买方的措施和行动。

Prodavac izričito izjavljuje da tokom pregovaranja, potpisivanja i izvršenja ovog ugovora,prodavac neće vršiti bilo kakav pokušaj kršenja nacionalnih zakona i propisa, neće vršiti pokušaj kršenja pravila i propisa kupca i ovog ugovora kao i poslovne i profesionalne etike. U slučaju gore pomenutog, prodavac potvrđuje da je spreman da snosi sve posledice mogućih mera kupca, poput otkazivanja ugovora i pravne nadoknade ekonomskih gubitaka, potvrđuje da je spreman da nadoknadi kupcu ekonomske gubitke i da postupa u skladu sa merama i radnjama kupca.

FORCE MAJEURE 不可抗力 VIŠA SILA

Article 9 第 9 条 Član 9.

In the event the supplier of the Servise is late with delivery of goods and such a delay is caused by a force majeure, including without limitation: the war, civil unrest, fire, epidemics and earthquakes, quarantine restrictions in transport, such a delay can be justified.

如果服务供应商延迟交付货物，并且此类延误是由不可抗力造成的，包括但不限于：战争、内乱、火灾、流行病和地震、运输检疫限制，则此类延误是合理的。

U slučaju da isporučilac robe kasni sa Uslugom a takvo kašnjenje je uzrokovano višom silom, uključujući a ne ograničavajući se na rat, građanske nemire, požare, epidemije i zemljotrese, karantinska ograničenja u transportu, takvo se kašnjenje može opravdati.

Article 10 第 10 条 Član 10.

In the event of force majeure and other cases leading to delays in the Servise, the SELLER of shall request in writing the extension of the servise deadline along with an explanation and indicate the circumstances that point to it.

若因不可抗力等原因导致服务延迟，卖方应以书面形式请求延长服务期限并作出解释，并说明具体情况。

U slučaju da nastupi viša sila i drugi slučajevi zbog kojih dolazi do kašnjenja u Uslugama, Prodavac će pismeno tražiti produženje roka usluge uz obrazloženje i navođenje okolnosti koje upućuju na to.

CONTRACT CHANGES AND ADDITIONS

合同变更和补充

IZMENA I DOPUNA UGOVORA

Article 11 第 11 条 Član 11.

All changes and additions to this Contract can be executed only in writing by a mutual consent from the contracting parties.

Changes and additions are implemented through an Annex to this Contract, signed by the authorised persons of the contracting parties.

本合同的所有变更和补充只能在合同双方同意的情况下以书面形式执行。

变更和补充通过本合同附件实施，并由合同授权人员签署。

Sve izmene i dopune ovog Ugovora mogu se vršiti samo pismenim putem saglasnošću Ugovornih strana.

Sve izmene i dopune ovog Ugovora mogu se vršiti zaključivanjem Aneksa ovog Ugovora, saglasnošću Ugovornih strana.

CONTRACT TERMINATION 合同终止 RASKID UGOVORA

Article 12 第 12 条 Član 12.

The BUYER can terminate this Contract one-sidedly through a written Notice submitted to the SELLER.

The contract shall be considered terminated on the day of the reception of the written Notice on termination of the Contract.

买方可以通过向卖方提交书面通知单方面终止本合同。

自收到合同终止书面通知之日起，合同即被视为终止。

Kupac može putem pisanog Obaveštenja koje će uputiti Prodavcu jednostrano raskinuti ovaj Ugovor.
Ugovor se smatra raskinutim danom prijema pisanog Obaveštenja o raskidu Ugovora.

OTHER PROVISIONS 其他规定 OSTALE ODREDBE

Article 13 第 13 条 Član13.

Anything which is not regulated by this Contract, shall be regulated in accordance with the Law on Contracts and Torts, relevant standards for the Contract subject realisation and with the provisions of all the other relevant valid regulations of the Republic of Serbia.
本合同未规定的任何事项，均应根据《合同与侵权法》、合同标的实现的相关标准以及塞尔维亚共和国所有其他相关有效法规的规定进行规定。
Na sve što nije regulisano ovim Ugovorom, primeniće se odredbe Zakona o obligacionim odnosima, relevantni standardi za realizaciju predmeta ovog ugovora i odredbe svih drugih relevantnih pozitivnih propisa Republike Srbije.

The contracting parties agree that all the possible disputes during the realisation of this Contract shall be resolved by an agreement through their authorised representatives.
双方同意，在履行本合同过程中可能发生的一切争议均应通过其授权代表协商解决。
Ugovorne strane su saglasne da sve eventualne sporove do kojih dođe tokom sprovođenja ovog Ugovora rešavaju sporazumno preko svojih ovlašćenih predstavnika.

All the disputes that may occur during this Contract's realisation shall be resolved by an agreement between the contracting parties, and if there is no consent on the disputable matter, it shall be resolved by a court which has a territorial jurisdiction, according to the BUYER's headquarters.
本合同履行过程中可能发生的一切争议均应由合同双方协商解决，如对争议事项未达成一致，则应由买方总部有属地管辖权的法院解决。
Svi eventualni sporovi koji nastanu pri realizaciji ovog Ugovora, Ugovorne strane će rešavati sporazumno, a ukoliko do sporazuma ne dođe, nastali spor će rešavati mesno nadležan sud prema sedištu Kupca.

FINAL PROVISIONS 最终规定 ZAVRŠNE ODREDBE

Article 14 第 14 条 Član 14.

This Contract shall be valid from the date of signature by both contracting parties and shall be made in Chinese, Serbian and English language in (6) six identical copies each of which will retain three (3) copy.

In case of dispute, the valid version is in English language.

本合同自双方签字之日起生效，并以中文、塞尔维亚语和英语编写，分 (6) 六份相同的副本，每方保留三 (3) 份。

如有争议，有效版本为英语。

Ovaj Ugovor se primenjuje danom potpisivanja od obe ugovorne strane, a sačinjen je na kineskom, srpskom i engleskom jeziku u (6) šest istovetna primerka od kojih svaka Ugovorna strana zadržava po (3) tri primerka.

U slučaju spora važeća je verzija na engleskom jeziku.

BUYER:	SELLER:
SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd	AGRO ECO PROJECT DOO BEOGRAD
Signature and official seal:	Signature and official seal:
Director Wang Yong	Director Dubravka Radojčić
Date: 2023.7.25	Date: 25.07.2023.